

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

C.A. No. 04-11495WGY

ALL CHECKS CASHED, INC.,)
Plaintiff)
)
v.)
)
REGISCOPE DIGITAL IMAGING, LLC)
Defendant)

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U.S. DISTRICT COURT
DISTRICT OF MASS.

REGISCOPE'S ANSWER TO THE PLAINTIFF'S COMPLAINT

To the corresponding numbered paragraphs of the plaintiff's complaint, the defendant answers as follows:

NATURE OF ACTION

1. This is an introductory paragraph and makes no allegations.

PARTIES

2. The Defendant admits the allegations contained in paragraph two (2) of the complaint.
3. The Defendant admits the allegations contained in paragraph three (3) of the complaint.

JURISDICTION AND VENUE

4. The Defendant denies the allegations contained in paragraph four (4) of the complaint.
5. The Defendant denies the allegations contained in paragraph five (5) of the complaint.

FACTS

6. The Defendant admits the allegations contained in paragraph six (6) of the complaint.

7. The Defendant denies the allegations contained in paragraph seven (7) of the complaint.
8. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph eight (8) of the complaint.
9. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph nine (9) of the complaint.
10. The Defendant denies the allegations contained in paragraph ten (10) of the complaint.
11. The Defendant denies the allegations contained in paragraph eleven (11) of the complaint.
12. The Defendant denies the allegations contained in paragraph twelve (12) of the complaint.
13. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph thirteen (13) of the complaint.

COUNT I

14. The defendant repeats and incorporates by reference his responses to paragraphs one (1) through thirteen (13) as if fully set forth herein.
15. The Defendant denies the allegations contained in paragraph fifteen (15) of the complaint.
16. The Defendant denies the allegations contained in paragraph sixteen (16) of the complaint.
17. The Defendant denies the allegations contained in paragraph seventeen (17) of the complaint.
18. The Defendant denies the allegations contained in paragraph eighteen (18) of the complaint.

WHEREFORE, the Defendant prays that the Plaintiff's Complaint be dismissed and that Judgment enters in favor of the Defendant plus cost and fees.

COUNT II

19. The Defendant repeats and incorporates by reference his responses to paragraphs one (1) through thirteen (13) and 15 through 18, as if fully set forth herein.
20. The Defendant denies the allegations contained in paragraph twenty (20) of the complaint.
21. The Defendant denies the allegations contained in paragraph twenty-one (21) of the complaint.
22. The Defendant denies the allegations contained in paragraph twenty-two (22) of the complaint.

WHEREFORE, the Defendant prays that the Plaintiff's Complaint be dismissed and that Judgment enters in favor of the Defendant plus cost and fees.

COUNT III

23. The defendant repeats and incorporates by reference his responses to paragraphs one (1) through thirteen (13), 15-18 and 20-22 as if fully set forth herein.
24. The Defendant denies the allegations contained in paragraph twenty-four (24) of the complaint.
25. The Defendant denies the allegations contained in paragraph twenty-five (25) of the complaint.
26. The Defendant denies the allegations contained in paragraph twenty-six (26) of the complaint.

WHEREFORE, the Defendant prays that the Plaintiff's Complaint be dismissed and that Judgment enters in favor of the Defendant plus cost and fees.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

The Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Under all the circumstances alleged, the Plaintiff was negligent, and such negligence was the cause of, or contributed to the happening of this accident.

THIRD DEFENSE

Any defect that may have existed in the subject product, the existence of which is denied, did not exist when the subject product left the control of the Defendant.

FOURTH DEFENSE

Even if the subject product was defective, which the Defendant specifically denies, the Plaintiffs' claims are barred, in whole or in part, because their alleged damages, if any, were caused by their unforeseeable misuse and/or alteration of the subject product.

FIFTH DEFENSE

The Plaintiffs' claims are barred, in whole or in part, because their alleged damages were caused by their abnormal use of the subject product.

SIXTH DEFENSE

The Plaintiffs' alleged damages are a result of a superceding cause; wherefore, the Plaintiffs may not recover against the Defendant.

SEVENTH DEFENSE

Plaintiffs' claims against the Defendant are barred by the doctrines of waiver, laches and estoppel.

EIGHTH DEFENSE

The Plaintiffs have failed to mitigate their damages and, therefore, any award made to the Plaintiffs must be correspondingly reduced as a result of such failure to mitigate.

NINTH DEFENSE

Plaintiffs' claims are barred in whole or in part due to lack of privity with the Defendant.

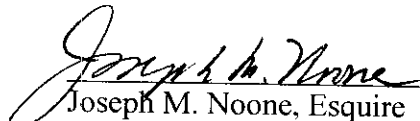
TENTH DEFENSE

The Plaintiffs have alleged only economic damages. As such, Plaintiffs' claims are bared in whole or in part by the "economic loss rule," which precludes recovery for purely economic harm for tort-based warranty or negligence claims

JURY CLAIM

The Defendant requests a trial by jury.

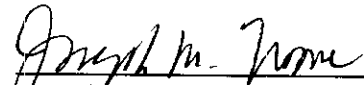
Respectfully submitted,
Regiscope Digital Imaging, LLC
By its Attorneys,
AVERY DOOLEY POST & AVERY


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CERTIFICATE OF SERVICE

I, Joseph M. Noone, Esquire, hereby certify that I have this 27th day of July, 2004, served a copy of the within *Answer to the Plaintiff's Complaint* upon all counsel of record, by mailing said copy, postage prepaid, to:

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